

EXHIBIT A

## BMS Position

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From: **Delghiaccio, Robert** (Robert.Delghiaccio@gfk.com) You moved this message to its current location.

Sent: Mon 7/27/09 2:52 PM

To: yueyu88@hotmail.com

Hello, Yue-

It was a pleasure speaking with you earlier this morning. I plan to present your CV to the team at BMS, so will let you know their response. Please stay tuned...

Also, my contact information is below so that you have it for reference.

Could you please respond to this email so that I can be assured you received it—I want to make sure that I properly entered your email address.

Thanks and talk to you soon.

Best Regards,

**Rob Delghiaccio**  
Senior Vice President  
GfK Healthcare  
120 Eagle Rock Avenue  
East Hanover, NJ 07936  
P: (973) 599-3985  
F: (973) 599-3690  
C: (973) 652-7770  
[robert.delghiaccio@gfk.com](mailto:robert.delghiaccio@gfk.com)

## BMS on Aug 12 (Wed)

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From: **Delghiaccio, Robert** (Robert.Delghiaccio@gfk.com) You moved this message to its current location.

Sent: Tue 7/28/09 11:44 PM

To: yueyu88@hotmail.com

Hi, Yue-

I heard back from BMS, and they liked your CV and definitely want to meet with you. The main stakeholder (Holly McGrath) will be out next week, so we are looking at meetings on Wed, August 12 (you had mentioned to me earlier that this day will work for you).

Only slight glitch is that Holly would also like for you to meet with some other BMS stakeholders as well, and they work out of the BMS Plainsboro, NJ office, which is about a 20 minute drive from the Lawrenceville, NJ office (where Holly is located). They are therefore asking if you are willing to meet with Holly first in the BMS Lawrenceville facility in the a.m., and then proceed over to the Plainsboro facility to meet with other members of the team (trying to get all the BMS stakeholders in one place on the same day would have meant pushing the date out even further, which would have been problematic). This would equate to you carving out the better part of the day on August 12.

So, if you are amenable to this scheduling, we are good to go. I will send the exact times in a subsequent email, but first, please let me know if this will work on your end.

Thanks, and take care

**Rob Delghiaccio**

Senior Vice President

GfK Healthcare

120 Eagle Rock Avenue

East Hanover, NJ 07936

P: (973) 599-3985

F: (973) 599-3690

C: (973) 652-7770

[robert.delghiaccio@gfk.com](mailto:robert.delghiaccio@gfk.com)

## Interview Schedule.doc

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From: **Delghiacio, Robert** (Robert.Delghiacio@gfk.com) You moved this message to its current location.

Sent: Thu 7/30/09 12:07 AM

To: yue yu (yueyu88@hotmail.com)

Cc: P. James Jenkins, CPC (pjj@scientificsearch.com)

1 attachment

Interview Schedule.doc (70.5 KB)

Hi, Yue-

Attached is your schedule for interview sessions at BMS on 8/12/09. The first two interviews are scheduled for the BMS Lawrenceville facility, followed by a break for lunch and a short commute over to the BMS Plainsboro facility.

I will certainly debrief with you prior to those interviews to help you prepare--perhaps we can reconvene sometime next week if that works on your end.

Take care, and please let me know if you have any questions.

Regards,

Rob

*Flexible resources, responsive  
to your evolving challenges;  
Marketing research built for you*

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Any views or opinions are solely those of the author and do not necessarily represent those of GfK or any of its associated companies.

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Recipients are warned that GfK cannot guarantee that attachments or enclosures are secure or error-free as information could be intercepted, corrupted, or contain viruses.

**Life. Enhanced.****Bristol-Myers Squibb****Interview Schedule**

<b>CANDIDATE NAME:</b> Yue Yu	<b>REQUISITION #:</b> (Market Research position)
<b>HIRING MANAGER:</b> Holly McGrath	<b>POSITION TITLE:</b> Manager, Global Oncology MR
<b>CONTACT UPON ARRIVAL:</b> Dolores Slayton	<b>CONTACT INFORMATION:</b> 609-252-4289
<b>STAFFING SPECIALIST:</b>	<b>CONTACT INFORMATION:</b>
<b>EMPLOYMENT SPECIALIST:</b>	<b>CONTACT INFORMATION:</b>

**Interview Date: August 12, 2009**

<b>TIME</b>	<b>INTERVIEWER (Name and Contact number)</b>	<b>TITLE</b>	<b>LOCATION (Site, Bldg, Floor and Room #)</b>
9:30 – 10:30 am	Holly McGrath	Director, Global Oncology Market Research	LVL, B2.418
11:00 – 12noon	Daniel Stults	Senior Director, Oncology Market Research	LVL, B2.418
2:00 – 3:00 pm	Joey Li	Director, Oncology Market Research	PLB, 1.5109 609-897-4006

**LOCATION / DIRECTIONS:**

Lawrenceville: Route 206 and Province Line Road  
Princeton, NJ 08543  
609-252-4622 (Main Reception Desk)

Plainsboro: 777 Scudders Mill Road  
Plainsboro, NJ 08536  
609-897-2110 (Main Reception Desk)

EXHIBIT B

## Attachment A

Statement of Work

This Statement of Work under the Market Research Services Agreement between GfK Healthcare, LP ("Supplier") and Bristol-Myers Squibb Company ("BMS") dated January 1, 2008 (the "Agreement") is entered into this 11<sup>th</sup> day of September 2009 (the "Effective Date of this SOW"). The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and a SOW, the terms of the Agreement shall prevail. All capitalized terms that are used but not defined in this SOW shall have the respective meanings given to them in the Agreement.

1. SOW Term. This SOW is effective as of the Effective Date of this SOW and shall continue in full force and effect until the earlier of (a) March 31, 2010 and (b) termination in accordance with the terms of the Agreement (the "SOW Term").

2. Description of Services. Supplier shall perform the following services:

Interface with brand team to identify key research questions, study design, development of RFP, vendor selection, development of survey instrument, overseeing research execution, and development of final presentation to the brand team for each of the anticipated following projects:

- A. EVRI Preliminary Positioning Development (2 rounds of qualitative)
- B. EVRI Message Development Qualitative
- C. Non-Small Cell Lung Cancer Qualitative
- D. Non-Small Cell Lung Cancer Quantitative
- E. Ixempria Communication Platform Qualitative
- F. Avastin in GBM Tracking
- G. Ad Hoc Syndicated Data Analysis
- H. Budget Management for Large Tumor Franchise Marketing Research

BMS and Supplier recognize that the aforementioned project list may change based on normal market dynamics and changes in business priorities. As such, BMS and Supplier will be flexible and prepared to adjust the project list accordingly.

3. Project Plan. For each of 2A-2H above, Supplier shall a) work with the brand team to identify key research objectives; b) develop marketing research plan in writing, which will include research objectives, methodology, and timeline; c) gain alignment with marketing on research plan; c) develop RFP in Frictionless; d) review vendor proposal and select vendor; e) provide any materials if necessary to vendor for research (e.g. product profiles, concepts, messages); f) work with vendor to ensure survey instrument (questionnaire or discussion guide) effectively addresses research objectives; g) for qualitative projects, communicate research location and interview schedules to global and regional marketing teams, h) oversee execution of the research; i) attend US-based interviews for qualitative research and view interviews outside the US via videostreaming, j) develop final presentation which addresses research objectives and specifies implications and indicated actions, k) present to marketing team and follow up on any questions arising from the presentation.

4. Deliverables. For each of 2A-2H above, Supplier shall deliver a) a written marketing research plan which includes research objectives, methodology and timeline; b) a survey instrument (discussion guide or questionnaire) which clearly addresses the key research objectives; c) a final powerpoint presentation which addresses the key research issues and has well-developed business implications and indicated actions. It is expected that this will be delivered in a timely and professional manner, in accordance to what was outlined in the marketing research plan.

5. Service Locations. The services shall be performed primarily at BMS' Lawrenceville, NJ offices. BMS shall provide office space, telephone, building and hardware and software systems access only as necessary for the proper performance of services.

6. Reports. Supplier shall provide periodic reports to BMS on the status of the services and deliverables as reasonably requested by BMS.

7. BMS Software. Frictionless, Mercury, and Propps.

8. Languages. All materials, deliverables and reports shall be delivered in English.

9. Acceptance Criteria. Marketing research plans must be in writing and include research objectives, methodology and timelines. Marketing research plans must be approved by brand team. Survey instruments must clearly address research objectives and be approved by the brand team. Final reports must be completed and presented in a timely fashion as outlined in the marketing research plan. Final reports must address the key business questions, and include well-developed business implications and indicated actions.

10. Compensation. BMS shall only pay for services actually performed at the rate of \$190 per hour. In the event BMS specifically requests services that require more than forty (40) hours in any given week, BMS will pay for such additional hours of services at the rate of \$205 per hour. In no event shall BMS be obligated to pay, nor will Supplier be entitled to receive payment for more than \$415,000 of service hours. BMS shall not be obligated to pay, nor shall Supplier be entitled to receive payment for time spent traveling. BMS shall only reimburse expenses actually incurred in accordance with the Agreement. Payments for fees and expenses shall be offset by existing credit under the Agreement. Only after the entire credit amount has been reduced to zero shall any direct payment be made by BMS to Supplier. For purposes of clarity, as of the Effective Date of this SOW the existing credit is \$371,000. Supplier shall, in accordance with the Agreement, provide statements reflecting the services performed, fees and expenses, as well as the application of credit and the remaining credit balance.

11. Hiring of Key Personnel by BMS. Unless otherwise prohibited by the Agreement, and in the event BMS hires Supplier Key Personnel after termination or expiration of the Agreement or this SOW, BMS agrees to pay an additional fee to Supplier as provided below:

Key Personnel actually performed less than 1920 hours of services – fee equals 25% of base salary

Key Personnel actually performed between 1921 and 2880 hours of services – fee equals 20% of base salary

Key Personnel actually performed between 2881 and 4320 hours of services – fee equals 15% of base salary

Key Personnel actually performed 4321 or more hours of services – fee equals 0% (no fee).

12. Project Managers and Key Personnel Positions. Supplier Key Personnel includes Yue Yu, M.B.A. [Name each party's project manager and any position considered vital to the success of the project.]

13. Third Party Property. [List third party products and materials, if any.]

14. Termination Assistance. After expiration or termination of this Agreement, Supplier will promptly respond to BMS' reasonable requests and questions regarding the services. Any such termination assistance will be provided by Supplier pursuant to and in accordance with Section 14.E of the Agreement.

15. Change Orders. Either BMS or Supplier may request a change to a to the scope or manner of provision of the Services subject to the following project change control process:

- All requests for a change to a Project will be submitted in writing by the requesting Project Manager (a "Change Order"). Change Orders shall not be required for Services that are inherent, necessary or customarily part of the Services, are required by Supplier to meet the Acceptance Criteria or the Service Levels or that can be completed using existing resources without impacting the Service Levels.
- The Change Order will describe at a reasonable level of detail the change, the rationale for the change and the impact the change may have on the Services both if it is accepted and if it is rejected.
- The Project Managers will review the Change Order and either:



- approve it in writing. Upon such approval, the change will be implemented through a written authorization that may only be signed by the authorized representatives of BMS and Supplier; or
  - agree in writing to submit the Change Order for further investigation and to pay Supplier for its reasonable changes, if any, for Supplier's investigation. Such investigation will determine the technical merits and the effect on price, schedule, and other terms and conditions that may result from the implementation of the Change Order.
  - BMS and Supplier will then agree to mutually approve or reject the Change Order. If BMS and Supplier do not agree, the parties shall attempt to resolve the disagreement in the manner set forth in the Agreement; or
  - reject it. If rejected, the Change Order will be returned to the requesting Project Manager along with the reason for rejection.
- Once agreed to by the parties (and executed by an authorized representative of BMS), a Change Order shall be incorporated into and become part of this SOW.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized officer, have entered into this SOW as of the date first set forth above.

Agreed and accepted:

Agreed and accepted:

**BRISTOL-MYERS SQUIBB COMPANY**

**GfK Healthcare, LLC**

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Maureen McLaughlin

Title: \_\_\_\_\_

Title: Chief Marketing Officer

Date: \_\_\_\_\_

Date: September 11, 2009



GfK Healthcare

### Contract & Terms

#### **1. Purpose**

GfK Healthcare engages Scientific Search to provide consulting services (in the form of an on-site consultant -Yue Yu) as described in following description page.

#### **2. Payments**

GfK Healthcare will reimburse Scientific Search for consulting as defined in description page. Scientific Search will submit a bill for all consulting fees plus all previously agreed to expenses on a monthly basis. The bill will be based upon an approved consultant's weekly time reporting. GfK Healthcare shall only be billed for actual hours worked.

#### **3. Terms**

The term of this agreement shall begin on September 21, 2009 and continue through March 31, 2010, with the potential of extension through end of 2010. If either party desires to sever the relationship between Scientific Search and GfK Healthcare prior to March 31, 2010, a minimum of 30 days notice shall be given. The consulting rate in support of this project is based on the outline of the business opportunity documented.

#### **4. Miscellaneous**

All proprietary information either verbal or written will be held in strict confidentiality. This agreement will be considered for renewal at the end of the contract period, unless cancelled because the quality of the product and/or timeliness of delivery fail to meet GfK Healthcare or client needs.

#### **5. Proposal Acceptance**

GfK Healthcare will contract with Scientific Search to provide consulting services to be billed at the rate of \$139.00 per hour.

Accepted by:

GfK Healthcare

Maureen McLaughlin  
CMO

Date

Scientific Search

P. James Jenkins  
VP, Practice Lead

Date

GfK Healthcare  
120 Eagle Rock Avenue  
East Hanover, NJ 07936

Tel 973.599.3500  
Fax 973.599.3501  
www.gfkhc.com

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page 1



GfK Healthcare

### Description

Market Research Consultant (\$139.00 per hour)

Market Research Consultant to provide full service management and hands-on market research support to Bristol Myers Squibb (BMS) on behalf of GfK Healthcare. Market Research Consultant to report to Holly McGrath, Market Research Director, BMS.

- Market Research Consultant responsibilities expected to include:
  - Assume the role and responsibility of an internal "BMS" employee
  - Attend Brand Team meetings as BMS Project Director for reporting back to Director and/or GfK Healthcare or other vendor
  - Information conduit between Brand Teams and Director
  - Understand, clarify and refine the business questions of the Brand Team
  - Manage research projects (qualitative and quantitative) through GfK Healthcare and other companies (*please reference Appendix A*)
  - Analyze reports and cull down to the 2-3 key strategic points of the research; focus on implications and recommended actions
- The anticipated project effort is 5 days/week (approximately 40 hours per week). Worksite is primarily at BMS offices in Lawrenceville, N.J.; Minimal travel within U.S. may be required in support of business activities.
- This position (Market Research Consultant) will report to Holly McGrath (BMS).
- The proposed start date is September 21, 2009 and the project duration will last through March 31, 2010 with the potential of extension through end of 2010.
- BMS to provide work station for Consultant, which is to include telephone, building and BMS/system access, and computer with hi-speed data line access.
- Scientific Search's consultant (see accompanying consultant's agreement) is bound to full delivery of service/commitments made either verbally or orally even if date of promised service falls after March 31, 2010. Scientific Search will receive payment for these services as stated above.
- Scientific Search will be paid within two weeks of submission of invoice for services on a monthly basis, subsequent to submission and approval of all timesheets by Holly McGrath (BMS) and GfK Healthcare. Scientific Search will also be reimbursed, upon submission of vouchers to GfK Healthcare, for all pre-approved, reasonable out-of-pocket expenses actually incurred by Consultant, in the furtherance of business as requested by BMS, including but not limited to all reasonable meals, hotel accommodations, and travel expenses, including airfare and automobile mileage at the rate per mile approved by the United States of America Internal Revenue Service (IRS) as of the time of travel.



GfK Healthcare

### Appendix A

It is anticipated that the following represents the scope of the project work to be completed during Consultant's tenure at BMS:

Interface with BMS brand team to identify key research questions, study design, development of RFP, vendor selection, development of survey instrument, overseeing research execution, and development of final presentation to the brand team for each of the anticipated following projects:

- A. EVRI Preliminary Positioning Development (2 rounds of qualitative)
- B. EVRI Message Development Qualitative
- C. Non-Small Cell Lung Cancer Qualitative
- D. Non-Small Cell Lung Cancer Quantitative
- E. Ixempra Communication Platform Qualitative
- F. Avastin In GBM Tracking
- G. Ad Hoc Syndicated Data Analysis
- H. Budget Management for Large Tumor Franchise Marketing Research

GfK Healthcare and BMS recognize that the aforementioned project list may change based on normal market dynamics and changes in business priorities. As such, GfK Healthcare, BMS and Consultant will be flexible and prepared to adjust the project list accordingly.

For each of A-H above, Consultant shall a) work with the brand team to identify key research objectives; b) develop marketing research plan in writing, which will include research objectives, methodology, and timeline; c) gain alignment with marketing on research plan; d) develop RFP in Frictionless; e) review vendor proposal and select vendor; f) provide any materials if necessary to vendor for research (e.g. product profiles, concepts, messages); g) work with vendor to ensure survey instrument (questionnaire or discussion guide) effectively addresses research objectives; h) for qualitative projects, communicate research location and interview schedules to global and regional marketing teams; i) oversee execution of the research; j) attend US-based interviews for qualitative research and view interviews outside the US via videostreaming; k) develop final presentation which addresses research objectives and specifies implications and indicated actions; l) present to marketing team and follow up on any questions arising from the presentation.

For each of A-H above, Consultant shall deliver a) a written marketing research plan which includes research objectives, methodology and timeline; b) a survey instrument (discussion guide or questionnaire) which clearly addresses the key research objectives; c) a final PowerPoint presentation which addresses the key research issues and has well-developed business implications and indicated actions. It is expected that this will be delivered in a timely and professional manner, in accordance to what was outlined in the marketing research plan.



## **Scientific Search Sub-Contractor Agreement**

This agreement is entered into the \_\_\_\_\_ day of September, 2009, between Scientific Search, 101 East Gate Drive, Cherry Hill, NJ 08034 and Great & GuangDa Enterprises, Inc. (Federal Tax ID number \_\_\_\_\_ and office address \_\_\_\_\_).

### **Preliminary Statement**

Sub-Contractor recognizes Scientific Search's legitimate business interest in protecting its relationship with its clients, specifically those serviced by Sub-Contractor.

Also Sub-Contractor recognizes Scientific Search's legitimate interest in protecting its ability to supply the needs of its clients as its only means to continue in business. The parties acknowledge under this agreement Sub-Contractor shall be providing services of individuals for the benefit of Scientific Search and acknowledge that these individuals are valuable to the business operation of Sub-Contractor.

### **Competition**

Sub-contractor agrees that for a period of one year from the date of inception of agreement neither Sub-contractor nor its representatives will provide or attempt to provide (or advise others of the opportunity to provide) any services to any client for which Sub-Contractor has obtained introductory passage through Scientific Search or through its facilitation.

### **Non-Solicitation**

During the term of this Agreement and for the period of (1) one year after the termination of this agreement, Scientific Search will not, directly or indirectly, attempt to induce or influence any representative (employee or independent contractor) of Sub-Contractor to end or change its affiliation with Sub-Contractor. Likewise, Scientific Search agrees that it will not solicit directly with any representative of contractor for services or consulting assignment during the same one year period.

### **Invoices**

An authorized timesheet, approved by a Client representative as well as Sub-Contractor's invoice, must be submitted to SCIENTIFIC SEARCH's Cherry Hill, NJ office no later than 10:00 a.m. on Monday (original or via fax). Failure to submit timesheet and invoice will result in a delay of compensation for that reporting period.

### **Independent Status**

Although there may be peaks of long hours, this assignment is not Sub-Contractor's only income, and Sub-Contractor is seeking other gainful work while simultaneously performing our scope of work. Sub-Contractor's services are available to the general public and if requested, Sub-Contractor will furnish proof of one of the following: business license, a listing of services in a business directory; advertising of services; an "away from home" office. Nothing contained herein may be construed to make Sub-Contractor an agent, partner or joint venturer of Scientific Search or its Client.



## Scientific Search Sub-Contractor Agreement

### Rate Information

\$90 per hour / 40 hours per week \*. Any hours beyond 40 will be paid at the same rate. \*Contractor is required to obtain approval prior to working beyond normally scheduled hours.

### Client Policies

In addition to any policies or procedures, work rules or other directives made by or on behalf of Scientific Search, Sub-Contractor acknowledges and agrees that it will adhere to the work rules, policies, and procedures of the client company(s). Sub-Contractor is responsible for controlling subcontractors, assistants, and/or employees that you hired to help perform the scope of work.

### Termination

The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by (a) Sub-Contractor upon not less than thirty (30) days prior written notice to Scientific Search, or (b) Scientific Search upon not less than thirty (30) days prior written notice to Sub-Contractor; provided, Scientific Search may, at the instruction of a specific Client, terminate this Agreement with respect to such Client and without any notice. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination and confidentiality. Sub-Contractor must provide adequate notice of termination or be liable for damages

### Duration

This Agreement guarantees no minimum duration of work.

### Injuries

If a Sub-Contractor employee or independent contractor is injured on the job, they must notify the Client supervisor and Scientific Search recruiter immediately. All injuries must be reported and medical treatment should be requested if needed.

### Payment for Services

Terms of payment are immediately due after Scientific Search is paid. Payments will be made and forwarded to the address shown on your W-9

### Insurance Requirements

We require coverage for General Liability. At a specific Client's request we may require coverage in addition to the minimum requirements set forth below.

*General Liability* – Commercial General Liability insurance with a \$1,000,000 combined single limit per occurrence and \$1,000,000 general aggregate on an occurrence basis, including contractual liability insurance.

### Performance Standards

If your work does not meet industry standards you may be liable for a loss of payment.

### Whole Agreement

Sub-Contractor recognizes and agrees that this Agreement constitutes the entire Agreement between Scientific Search and Sub-Contractor. There are no other promises representations, or other agreements with respect to this work. This agreement may not be modified, changed, altered or amended in any fashion, except in writing signed by the President of Scientific Search. Sub-Contractor





### Scientific Search Sub-Contractor Agreement

Please complete the following questions:

1. Mailing Address if other than address on W-9

\_\_\_\_\_  
Street Address City State Zip Code

2. Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

3. Contact's name and title: \_\_\_\_\_

4. ☐ Individual/Sole Proprietor ☐ Partnership ☐ Other \_\_\_\_\_

☐ Corporation State of Incorporation \_\_\_\_\_

If exempt from Worker's Compensation, complete the following

☐ EXEMPT because \_\_\_\_\_

5. Have you ever been an employee of Scientific Search? \_\_\_\_\_

#### Indemnification

Sub-Contractor agrees to indemnify and save harmless SCIENTIFIC SEARCH from any and all liability, loss or damage or expense which may be caused by negligence or failure to perform its duty under the terms of this agreement.

#### Compliance

In connection with the performance of this Agreement, Sub-Contractor will comply with all applicable laws, regulations and orders, including but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act and the Immigration Reform and Control Act.

#### Inventions

Sub-Contractor agrees that it will disclose and assign full and absolute right, title, and interest to Clients of any and all inventions, improvements or discoveries made by Sub-Contractor (during the performance of Client's work) of any kind or nature whatsoever during the tenure of this agreement, that Sub-Contractor will execute any and all documents and instruments necessary to transfer the full and complete title of any such inventions, improvements or discoveries to the said Client, and will assist in any manner possible in obtaining patent letters in the name of said Client covering them.

#### Assignment Information

Client: GfK Healthcare (at Bristol Myers Squibb, Lawrenceville)  
Location: Route 206 and Province Line Road  
Princeton, NJ 08543  
Report to: Holly McGrath  
Start Time: TBD  
Start Date: 09/21/09



### Scientific Search Sub-Contractor Agreement

recognizes that any representation, promise or statement to the contrary shall not be valid or binding upon Scientific Search

#### Miscellaneous

Scientific Search is a division of Technical Staffing Management, Inc. This agreement is governed by the laws of the State of New Jersey, except for its choice of law principles, regardless of where Sub-Contractor's work is performed. Any litigation shall be brought in state or federal courts of the State of New Jersey.

#### Required Forms

The following forms must be completed and returned to our corporate office prior to starting an assignment:

Signed "Sub-Contractor" Agreement  
W-9  
Certificate of Insurance

\_\_\_\_\_  
Sub-Contractor's Signature

\_\_\_\_\_  
Scientific Search

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title



EXHIBIT C

**From:** Delghiaccio, Robert <Robert.Delghiaccio@gfk.com>  
**Sent:** Friday, September 11, 2009 10:24 AM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Subject:** RE: SOW for Yue Yu

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Absolutely. And per your second point below, Yue is expecting to be flexible—she understands the nature of the assignment and that needs can change in our dynamic industry. I will certainly include the language you suggest, but no worries on this end. Although you and I are required to complete the SOW for formality sake, Yue and I are approaching this as a partnership with the understanding that market needs drive the assignments.

Should have this to you shortly.

Take care,

Rob Delghiaccio  
**GfK Healthcare**  
P: (973) 599-3985  
C: (973) 652-7770

### **Marketing Research Built for You**

**Flexible resources, responsive to your evolving challenges**

---

**From:** Mcgrath, Holly [mailto:holly.mcgrath@bms.com]  
**Sent:** Friday, September 11, 2009 10:19 AM  
**To:** Delghiaccio, Robert  
**Subject:** RE: SOW for Yue Yu

Hi Rob -

A small tweak to the Description of Services section...could you add Avastin in GBM Tracking to the list of projects, and also include some language upfront about how these are currently planned but may change based on changing business needs and priorities?

Thanks -

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
Ph 609-252-3795  
holly.mcgrath@bms.com

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**From:** Delghiaccio, Robert [mailto:Robert.Delghiaccio@gfk.com]  
**Sent:** Thursday, September 10, 2009 6:47 PM  
**To:** Mcgrath, Holly  
**Cc:** Slayton, Dolores  
**Subject:** RE: SOW for Yue Yu

Hi, Holly-

I made the changes you requested in the attached updated SOW (to include sections 2 and 7). I amended some of dates in the first paragraph—kept the “end date” at March 31, 2010, since that will be 6 months from

now and we will probably want to revisit the SOW at that point to update the Description of Services. I have no problem writing an updated SOW at that time.

So, please let me know if you are in agreement, and I can then get the requisite signatures.

Dolores—As per our discussion, I will have all of Yue's demographic information for you tomorrow. I will plan to provide you with the same info that was requested by the Erbitux Team (Meku), which was as follows:

- Legal First Name
- Preferred First Name
- Legal Last Name
- Preferred Last Name
- Place of Birth (State/Province/Territory)
- Birthdate (month & day)
- Name of the Company she is coming from (GfK Healthcare?)
- Social Security Number

If you need any additional information beyond the aforementioned, please let me know.

Take care, and talk to you tomorrow.

Regards,

Rob Delghiaccio  
**GfK Healthcare**  
P: (973) 599-3985  
C: (973) 652-7770

### **Marketing Research Built for You**

Flexible resources, responsive to your evolving challenges

---

**From:** Mcgrath, Holly [mailto:holly.mcgrath@bms.com]  
**Sent:** Thursday, September 10, 2009 2:39 PM  
**To:** Delghiaccio, Robert  
**Cc:** Slayton, Dolores  
**Subject:** RE: SOW for Yue Yu

Hi Rob,

For the Description of Services details in #2, please update with the following:

- a) EVRI Preliminary Positioning Development (2 rounds of qualitative)
- b) EVRI Message Development Qualitative
- c) Non-Small Cell Lung Cancer Qualitative
- d) Non-Small Cell Lung Cancer Quantitative
- e) Ixempra Communication Platform Qualitative
- f) Ad Hoc Syndicated Analyses
- g) Budget Management for Large Tumor Franchise Marketing Research

For #7, please add Propps to the BMS software. This is our budget management tool. Also, I think we need to update the dates in the first paragraph.

How long is Yue planning on staying with us?

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
*Ph 609-252-3795*  
*holly.mcgrath@bms.com*

---

**From:** Delghiaccio, Robert [mailto:Robert.Delghiaccio@gfk.com]  
**Sent:** Thursday, September 10, 2009 2:01 PM  
**To:** Mcgrath, Holly  
**Cc:** Slayton, Dolores  
**Subject:** SOW for Yue Yu

Hi, Holly—As promised, attached is the draft SOW for Yue Yu. I essentially updated the previous SOW we had crafted for Basya (this is the SOW that the BMS legal team has reviewed and approved, so I am proceeding from the assumption that this should be a very straightforward process to re-review). Please also note that Yue comes at a slightly lower hourly rate, which will extend the credit balance (est. to be about \$400k) a bit longer, which is a good thing considering the longevity of the planned assignment. You may also want to take a look at the "Description of Services" section (bullet #2 on page 1), which was originally created for Basya's SOW. If any amends/updates are required, please feel free to do so to ensure that we accurately capture the scope of Yue's onsite work.

Once you have reviewed and approved the attached SOW, I will update the credit balance to the exact amount, and then we can get the requisite signatures.

Again, Yue is prepared to start on 9/21, so please let me know any additional items that I need to complete in order to move forward.

Thanks, and take care,

Regards,

**Rob Delghiaccio**  
Senior Vice President  
**GfK Healthcare**  
120 Eagle Rock Avenue  
East Hanover, NJ 07936  
P: (973) 599-3985  
F: (973) 599-3690  
C: (973) 652-7770  
[robert.delghiaccio@gfk.com](mailto:robert.delghiaccio@gfk.com)

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to your evolving challenges;  
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BMS02089

**From:** Delghiacchio, Robert <Robert.Delghiacchio@gfk.com>  
**Sent:** Friday, September 11, 2009 10:49 AM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Subject:** RE: SOW for Yue Yu  
**Attach:** SOW BMS for GfK-Global-Yu-Draft-091109.doc

---

Here you go, Holly. Amends incorporated.

If you need any more adjustments, please let me know. Otherwise, I will be on the lookout for the final approved version from you so we can sign.

Take care,

Rob Delghiacchio  
**GfK Healthcare**  
P: (973) 599-3985  
C: (973) 652-7770

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---

**From:** Mcgrath, Holly [mailto:holly.mcgrath@bms.com]  
**Sent:** Friday, September 11, 2009 10:19 AM  
**To:** Delghiacchio, Robert  
**Subject:** RE: SOW for Yue Yu

Hi Rob -

A small tweak to the Description of Services section...could you add Avastin in GBM Tracking to the list of projects, and also include some language upfront about how these are currently planned but may change based on changing business needs and priorities?

Thanks -

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
*Ph 609-252-3795*  
*holly.mcgrath@bms.com*

---

**From:** Delghiacchio, Robert [mailto:Robert.Delghiacchio@gfk.com]  
**Sent:** Thursday, September 10, 2009 6:47 PM  
**To:** Mcgrath, Holly  
**Cc:** Slayton, Dolores  
**Subject:** RE: SOW for Yue Yu

Hi, Holly-

I made the changes you requested in the attached updated SOW (to include sections 2 and 7). I amended some of dates in the first paragraph—kept the “end date” at March 31, 2010, since that will be 6 months from now and we will probably want to revisit the SOW at that point to update the Description of Services. I have no problem writing an updated SOW at that time.

So, please let me know if you are in agreement, and I can then get the requisite signatures.

Dolores—As per our discussion, I will have all of Yue's demographic information for you tomorrow. I will plan to provide you with the same info that was requested by the Erbitux Team (Meku), which was as follows:

- Legal First Name
- Preferred First Name
- Legal Last Name
- Preferred Last Name
- Place of Birth (State/Province/Territory)
- Birthdate (month & day)
- Name of the Company she is coming from (GfK Healthcare?)
- Social Security Number

If you need any additional information beyond the aforementioned, please let me know.

Take care, and talk to you tomorrow.

Regards,

Rob Delghiaccio  
**GfK Healthcare**  
P: (973) 599-3985  
C: (973) 652-7770

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---

**From:** McGrath, Holly [mailto:holly.mcgrath@bms.com]  
**Sent:** Thursday, September 10, 2009 2:39 PM  
**To:** Delghiaccio, Robert  
**Cc:** Slayton, Dolores  
**Subject:** RE: SOW for Yue Yu

Hi Rob,

For the Description of Services details in #2, please update with the following:

- a) EVRI Preliminary Positioning Development (2 rounds of qualitative)
- b) EVRI Message Development Qualitative
- c) Non-Small Cell Lung Cancer Qualitative
- d) Non-Small Cell Lung Cancer Quantitative
- e) Ixempra Communication Platform Qualitative
- f) Ad Hoc Syndicated Analyses
- g) Budget Management for Large Tumor Franchise Marketing Research

For #7, please add Propps to the BMS software. This is our budget management tool. Also, I think we need to update the dates in the first paragraph.

How long is Yue planning on staying with us?

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
*Ph 609-252-3795*  
*holly.mcgrath@bms.com*

---

**From:** Delghiaccio, Robert [mailto:Robert.Delghiaccio@gfk.com]  
**Sent:** Thursday, September 10, 2009 2:01 PM  
**To:** Mcgrath, Holly  
**Cc:** Slayton, Dolores  
**Subject:** SOW for Yue Yu

Hi, Holly—As promised, attached is the draft SOW for Yue Yu. I essentially updated the previous SOW we had crafted for Basya (this is the SOW that the BMS legal team has reviewed and approved, so I am proceeding from the assumption that this should be a very straightforward process to re-review). Please also note that Yue comes at a slightly lower hourly rate, which will extend the credit balance (est. to be about \$400k) a bit longer, which is a good thing considering the longevity of the planned assignment. You may also want to take a look at the "Description of Services" section (bullet #2 on page 1), which was originally created for Basya's SOW. If any amends/updates are required, please feel free to do so to ensure that we accurately capture the scope of Yue's onsite work.

Once you have reviewed and approved the attached SOW, I will update the credit balance to the exact amount, and then we can get the requisite signatures.

Again, Yue is prepared to start on 9/21, so please let me know any additional items that I need to complete in order to move forward.

Thanks, and take care,

Regards,

**Rob Delghiaccio**  
Senior Vice President  
**GfK Healthcare**  
120 Eagle Rock Avenue  
East Hanover, NJ 07936  
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BMS02093

EXHIBIT D



1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW JERSEY  
3 CIVIL ACTION NO. 3:11-CV-05446-GEB-DEA

4 YUE YU,  
5  
6 vs.  
7 HOLLY MCGRATH and BRISTOL-MYERS SQUIBB,  
8 CO.,  
9 Defendant.

10  
11 Tuesday January 15, 2013

12 Oral sworn deposition of ROBERT  
13 DELGHIACCIO, 9 Blue Grass Lane, Hackettstown, New  
14 Jersey 07840, was taken at the Federal Courthouse,  
15 402 East State Street, Trenton, New Jersey, before  
16 Jean B. Delaney, Certified Shorthand Reporter and  
17 Notary Public of the State of New Jersey, on the  
18 above date, commencing at 12:02 p.m., there being  
19 present:

20 ROSENBERG & ASSOCIATES, INC.

21 Certified Court Reporters & Videographers  
22 425 Eagle Rock Ave., Ste 201 250 Park Ave., 7th Fl.  
23 Roseland, NJ 07068 New York, NY 10177  
24 (973) 228-9100 1-800-662-6878 (212) 868-1936  
25 www.rosenbergandassociates.com

1 A P P E A R A N C E S:

2

3 LOWENSTEIN SANDLER, LLP

4 BY: AMY KOMOROSKI WIWI, ESQUIRE

5 65 Livingston Avenue

6 Roseland, New Jersey 07068

7 (973) 597-2336

8 Attorneys for Defendant, Bristol-Myers

9 Squibb and Holly McGrath

10

11 LAW OFFICE OF GRANT MORRIS

12 BY: YUE YU, ESQUIRE

13 105 Park Place

14 Kearny, New Jersey 07032

15 (973) 801-3919

16

17

18

19

20

21

22

23

24

25

1 Q Your current employer?

2 A My current employer, I'm doing  
3 consulting work right now. I'm no longer at Impact  
4 RX. I'm in between positions.

5 Q Why did you leave Impact RX?

6 A That's personal and confidential  
7 information.

8 Q When did you leave Impact RX?

9 A January 2nd.

10 Q January 2nd --

11 A Of 2013, yes.

12 Q How did you know Ms. Yu?

13 A We were introduced through Scientific  
14 Search.

15 Q Do you recall when was this?

16 A Early -- well, considering I've not  
17 reviewed the documents since I no longer have access  
18 to any of them, they are GFK's property, I believe  
19 it was Q3 of 2009, but I am not one hundred percent  
20 positive, so please forgive me. Third quarter.

21 Q Do you remember who at Scientific  
22 Search introduced Ms. Yu to you?

23 A Yes. Jim Jenkins.

24 Q The reasons Ms. Yu was introduced to  
25 you, do you recall the reason Ms. Yu was introduced

1 to you?

2 A Yes.

3 Q Can you --

4 A Sure.

5 Q -- explain.

6 A Yes. BMS was searching for a temporary  
7 market research position in their global oncology  
8 unit, and was looking for assistance to help find a  
9 viable candidate to fill that consulting role.

10 Q Did Scientific Search introduce other  
11 candidates to you?

12 A They did.

13 Q How many?

14 A I don't recall the total number of  
15 candidates. We were working with multiple firms and  
16 several candidates were introduced. I do not recall  
17 the number that Scientific Search produced.

18 Q Who at BMS contacted you about the  
19 consulting position, you at GFK Healthcare?

20 A There were two consulting positions;  
21 one with Holly McGrath's group and one with Joey  
22 Li's group. L-I. I spoke with both of them about  
23 the positions.

24 Q How did you become aware of those two  
25 positions?

1 A I don't remember completely.

2 Q Okay.

3 A I don't remember exactly.

4 Q After you became aware of the two  
5 positions, what did you do, next step?

6 A So we work with several partners. I  
7 should say we worked with several partners, several  
8 different recruiting and placement firms. We  
9 provided the specifications of the type of  
10 candidate, candidates, excuse me, that BMS was  
11 looking for, and asked them to provide us with CVs  
12 and initial screeners of candidates who they  
13 believed would fit the positions based on the  
14 specifications.

15 Q Who made the hiring decision to hire  
16 the two positions?

17 A The ultimate decision maker was BMS,  
18 Joey Li and Holly McGrath, with a caveat. I do not  
19 know if they needed to get permission at higher  
20 levels, as well. But those were my contacts  
21 throughout the process.

22 Q Do you recall the interviewers -- no --  
23 interviewees at BMS?

24 A You, another individual was Ayemuku  
25 Ayele, A-Y-E-M-U-K-U, A-Y-E-L-E. I cannot recall if

1 doing the consulting work at BMS was when you  
2 informed me that Holly had told you, Ms. Yu, that  
3 you were not going to be hired for the full-time  
4 position.

5 Q Okay.

6 A I don't remember exactly when that  
7 occurred, what day, but I do recall you conversing  
8 with me about it over the telephone.

9 Q Okay. Okay. That's all you can  
10 recall?

11 A The only other thing I can recall  
12 was -- actually, that's it. That's all I can  
13 recall.

14 Q Did you manage Ms. Yu's work at BMS?

15 A No. Actually, may I ask a question?  
16 Do you mean your output? Your reports?

17 Q The daily activities.

18 A No, no. Not at all.

19 Q Did you meet with Ms. Yu and the other  
20 consultant, Meku, while they work at BMS?

21 A Yes.

22 Q Can you recall?

23 A I believe we got together once for  
24 lunch, if I'm not mistaken, and it was around the  
25 holiday time.

EXHIBIT E

**Subject:** 1:1 w/Yue and Holly

**Location:** Holly's Office

**Start:** 10/5/2009 3:00 PM

**End:** 10/5/2009 3:30 PM

**Show Time As:** Tentative

**Recurrence:** Weekly

**Recurrence Pattern:** every Monday from 3:00 PM to 3:30 PM

**Meeting Status:** Not yet responded

**Required Attendees:** Yu, Yue

**Resources:** Holly's Office

**When:** Occurs every Monday effective 10/5/2009 until 12/28/2009 from 3:00 PM to 3:30 PM (GMT-05:00) Eastern Time (US & Canada).

**Where:** Holly's Office

**Note:** The GMT offset above does not reflect daylight saving time adjustments.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

BMS00728



**Subject:** 1:1 w/Yue Yu

**Location:** Holly's Office

**Start:** 1/5/2010 9:30 AM

**End:** 1/5/2010 10:30 AM

**Show Time As:** Tentative

**Recurrence:** Weekly

**Recurrence Pattern:** every Tuesday from 9:30 AM to 10:30 AM

**Meeting Status:** Not yet responded

**Required Attendees:** Yu, Yue

**Resources:** Holly's Office

**When:** Occurs every Tuesday effective 1/5/2010 until 12/20/2010 from 9:30 AM to 10:30 AM (GMT-05:00) Eastern Time (US & Canada).

**Where:** Holly's Office

**Note:** The GMT offset above does not reflect daylight saving time adjustments.

\*~\*~\*~\*~\*~\*~\*~\*~\*~\*

BMS00898

**From:** Delghiaccio, Robert <Robert.Delghiaccio@gfk.com>  
**Sent:** Monday, January 11, 2010 5:01 PM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Subject:** BMS/GfK Updates  
**Attach:** BMS-Consultant Credit\_Dec2009.xls

---

Hello, Holly-

Happy New Year to you. I hope you were able to spend some fun time with your family during the Holiday break.

On a business note, I was hoping you and I could catch up live at some point in the near future to discuss logistical plans as we rapidly move into 2010. In addition to project work currently on the docket, I had a few other topics that I believe you would find relevant and germane to your business:

- I wanted to introduce you to a few moderators (Yoko Okamoto and Joan Baumer) who have been working on BMS global oncology qual projects. We have received positive feedback from your team on these individuals, and I think that you having the opportunity to meet them will be valuable, particularly as we plan for additional project work in 2010.
- Regarding our esteemed consultant, Yue Yu, you and I should talk about proposed tenure moving forward. As I do on a monthly basis, I have attached the most recent update on credits used (through end of Dec. 2009), and we have about \$122k remaining. Since we have 2 consultants on board at BMS (Yue Yu and Meku Ayele), I would anticipate that based on the current usage rate, these credits will be utilized by the end of Feb. or beginning of March, 2010. Depending upon how long you would like to keep Yue as part of the team, we will need to discuss requisite logistics for making that happen.

I will be in the GfK Princeton offices this Wed (1/13) and Fri (1/15) so can easily come over to BMS Lawrenceville to meet with you. Please let me know if either of these days work for you to get together, and if so, preferred times.

Thanks, and talk soon.

Best Regards,

Rob

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**Rob Delghiaccio**  
Senior Vice President  
**GfK Healthcare**  
120 Eagle Rock Avenue  
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BMS02315

## 2010 Ixemptra Market Research Budget

### STRATEGIC IMPERATIVE #2: Prepare Endometrial CA launch indication in key markets

Business Issue	Proposed Research/ Methodology	Potential Vendor	Budget (000)	Timing	Countries
Evaluate changing patterns of GYN treatment of Endometrial, Ovarian tumors	Global Secondary Database Analysis	IntrinsiQ, IMS, SDI	Ongoing secondary data purchase	Q1-Q4	F, D, E, GB, I, China, J, US, CDN
Develop communications for unmet needs in Endometrial CA	Global Secondary Database Analysis	IntrinsiQ, IMS, SDI	Ongoing secondary data purchase	Q1-Q4	F, D, E, GB, I, China, J, US, CDN
Headcount to support research, analysis			\$150 K (shared with EVRI)		
<b>TOTAL</b>			<b>\$ 150 K</b>		



## 2010 EVRI Market Research Plan

### STRATEGIC IMPERATIVE #1: Prepare DP5 Strategy

Business Issue	Proposed Research / Methodology	Potential Vendor	Budget (000)	Timing	Countries
Understand the business opportunities within NSCLC and where BMS assets can be best leveraged	NSCLC Patient Flow/TOP Exploratory	GfK/TNS	Large Tumor Franchise budget ✓	Q1-Q2	US, EU3
Quantify the potential within NSCLC for BMS assets	NSCLC Global Conjoint	@futures	Large Tumor Franchise budget ✓	Q2-Q3	US, EU3
Identify compelling and differentiating positioning platforms for EVRI	Global Benefit Laddering/ Positioning Exploratory (2 rounds)	GfK/TNS	\$300K ✓	Q2	US, EU3
Identify, prioritize, and refine messages for market preparation	Global Message Development Qualitative	GfK/TNS ✓	\$175K	Q3	US, EU3
Marketing Research Consultant (shared with Ixempra)			\$150K	Q1-Q4	
<b>TOTAL</b>			<b>\$625K</b>		



EXHIBIT F

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Wednesday, September 30, 2009 4:52 PM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Cc:** Delghiaccio, Robert <Robert.Delghiaccio@gfk.com>  
**Subject:** BMS Timesheet-September 2009  
**Attach:** BMS Timesheets\_Yue.xls

---

Holly,

Attached is the September Timesheet for your review. Please let me know if you have any questions.

Best Regards

Yue

BMS00720

September, 2009	Monday	Tuesday	Wednesday	Thursday	Friday	Sat	Sun	Totals
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8			32
Totals	0	8	8	8	8	0	0	32

32

BMS00721

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Monday, November 2, 2009 11:08 AM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>; Delghiaccio, Robert  
<Robert.Delghiaccio@gfk.com>  
**Subject:** Timesheet for month of October  
**Attach:** BMS Timesheets\_Yue.xls

---

Hi, Holly,

Attached is the timesheet for the month of October for your review.

Thank you

Yue

BMS00783



<b>October, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (9/28-10/4)	8	8	8	8	8			40
Week 2 (10/5 -10/11)	8	0	9	8	8			33
Week 3 (10/12 -10/18)	8	8	8	8	8			40
Week 4 (10/19 -10/25)	8	8	9	8	8			39
Week 5 (10/26 -11/01)	8	8	8	9	7			40
<b>Totals</b>								<b>192</b>

<b>September, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8			32
<b>Totals</b>	0	8	8	8	8	0	0	<b>32</b>

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Monday, November 30, 2009 7:59 AM  
**To:** Delghiaccio, Robert <Robert.Delghiaccio@gfk.com>  
**Cc:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Subject:** Timesheet  
**Attach:** BMS Timesheets\_Yue.xls

---

Holly,

Hope you had a wonderful Thanksgiving.

Attached is the Nov. Timesheet for your review.

Thank you.

Yue

BMS00811

<b>November, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/2-11/8)	9	9	7	8	7			40
Week 2 (11/9-11/15)	8.5	8.5	7.5	8.5	7			40
Week 3 (11/16-11/22)	8.5	8.5	7.5	9	7	1		41.5
Week 4 (11/23-11/29)	9	10	6		3			28
<b>Totals</b>								<b>149.5</b>

Week 1 (9/28-10/4)	8	8	8	8	8			40
Week 2 (10/5-10/11)	8	0	9	8	8			33
Week 3 (10/12-10/18)	8	8	8	8	8			40
Week 4 (10/19-10/25)	6	8	9	8	8			39
Week 5 (10/26-11/01)	8	8	8	9	7			40
<b>Totals</b>								<b>192</b>

<b>September, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8			32
<b>Totals</b>	0	8	8	8	8	0	0	<b>32</b>

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Monday, December 28, 2009 3:39 PM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>; Delghiaccio, Robert  
<Robert.Delghiaccio@gfk.com>  
**Subject:** December Timesheet  
**Attach:** BMS Timesheets\_Yue.xls

---

Hello, Holly,

Attached is the December Timesheet for your review.

Thank you.

Yue

BMS00911

<b>December, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/30-12/6)	4	1	4	2.5	4.5	2.5		18.5
Week 2 (12/07-12/13)	2	2	8	11	8.5	1	5	37.5
Week 3 (12/14-12/20)	13	8	12	8	11	6	4	62
Week 4 (12/21-12/27)	8	8	6					22
<b>Totals</b>								<b>140</b>
<b>November, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/2-11/8)	9	9	7	8	7			40
Week 2 (11/9-11/15)	8.5	8.5	7.5	8.5	7			40
Week 3 (11/16-11/22)	8.5	8.5	7.5	9	7	1		41.5
Week 4 (11/23-11/29)	9	10	6		3			28
<b>Totals</b>								<b>149.5</b>
<b>October, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (9/28-10/4)	8	8	8	8	8			40
Week 2 (10/5-10/11)	8	0	9	8	8			33
Week 3 (10/12-10/18)	8	8	8	8	8			40
Week 4 (10/19-10/25)	6	8	9	8	8			39
Week 5 (10/26-11/01)	8	8	8	9	7			40
<b>Totals</b>								<b>192</b>
<b>September, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8	0	0	32
<b>Totals</b>	0	8	8	8	8	0	0	<b>32</b>

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Saturday, February 6, 2010 10:56 AM  
**To:** Mcgrath, Holly <holly.mcgrath@bms.com>; Delghiaccio, Robert  
<Robert.Delghiaccio@gfk.com>  
**Subject:** Timesheet  
**Attach:** BMS Timesheets\_Yue.xls

---

Holly,

Attached is the timesheet for January for your review.

Best regards

Yue

BMS00947

<b>January, 2010</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (1/28 -1/3/10)	8	8	8	2.5				26.5
Week 2 (1/4 -1/10/10)	7	8.5	10	14	8			47.5
Week 3 (1/11 -1/17/10)	10	12	10	13	8			53
Week 4 (1/18 -1/24/10)	2	10	8	8	4			32
Week 4 (1/25 -1/31/10)	8	8	8	8	8			40
<b>Totals</b>								<b>199</b>

<b>December, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/30-12/5)	4	1	4	2.5	4.5	2.5		18.5
Week 2 (12/07-12/13)	2	2	8	11	8.5	1	5	37.5
Week 3 (12/14-12/20)	13	8	12	8	11	6	4	62
Week 4 (12/21-12/27)	8	8	6					22
<b>Totals</b>								<b>140</b>

<b>November, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/2-11/8)	9	9	7	8	7			40
Week 2 (11/9-11/15)	8.5	8.5	7.5	8.5	7			40
Week 3 (11/16-11/22)	8.5	8.5	7.5	9	7	1		41.5
Week 4 (11/23-11/29)	9	10	6		3			28
<b>Totals</b>								<b>149.5</b>

<b>October, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (9/28-10/4)	8	8	8	8	8			40
Week 2 (10/5 -10/11)	8	0	9	8	8			33
Week 3 (10/12 -10/18)	8	8	8	8	8			40
Week 4 (10/19 -10/25)	6	8	9	8	8			39
Week 5 (10/26 -11/01)	8	8	8	9	7			40
<b>Totals</b>								<b>192</b>

<b>September, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8			32
<b>Totals</b>	0	8	8	8	8	0	0	<b>32</b>

<b>February, 2010</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (2/1 -2/7/10)	8	8	6	2	1			25
Week 2 (2/8 -2/14/10)	8	8	6	8	8			38
Week 3 (2/15 -2/21/10)	4	4	8	8	8			32
Week 4 (2/22 -2/28/10)	8	7	8	8	8			39

<b>Totals</b>								<b>134</b>
<b>January, 2010</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (1/2/8 -1/3/10)	8	8	8	2.5				26.5
Week 2 (1/4 -1/10/10)	7	8.5	10	14	8			47.5
Week 3 (1/11 -1/17/10)	10	12	10	13	8			53
Week 4 (1/18 -1/24/10)	2	10	8	8	4			32
Week 4 (1/25 -1/31/10)	8	8	8	8	8			40
<b>Totals</b>								<b>199</b>

<b>December, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/30-12/6)	4	1	4	2.5	4.5	2.5		18.5
Week 2 (12/07-12/13)	2	2	8	11	8.5	1	5	37.5
Week 3 (12/14-12/20)	13	6	12	8	11	6	4	62
Week 4 (12/21-12/27)	8	8	6					22
<b>Totals</b>								<b>140</b>

<b>November, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (11/2-11/8)	9	9	7	8	7			40
Week 2 (11/9-11/15)	8.5	8.5	7.5	8.5	7			40
Week 3 (11/16-11/22)	8.5	8.5	7.5	9	7	1		41.5
Week 4 (11/23-11/29)	9	10	6		3			28
<b>Totals</b>								<b>149.5</b>

<b>October, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (9/28-10/4)	8	8	8	8	8			40
Week 2 (10/5 -10/11)	8	0	9	8	8			33
Week 3 (10/12 -10/18)	8	8	8	8	8			40
Week 4 (10/19 -10/25)	6	8	9	8	8			39
Week 5 (10/26 -11/01)	8	8	8	9	7			40
<b>Totals</b>								<b>192</b>

<b>September, 2009</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (Annotate Dates)								0
Week 2 (Annotate Dates)								0
Week 3 (Annotate Dates)								0
Week 4 (9/21-9/25)		8	8	8	8			32
<b>Totals</b>	0	8	8	8	8	0	0	<b>32</b>



**From:** Mcgrath, Holly <holly.mcgrath@bms.com>  
**Sent:** Monday, March 8, 2010 2:40 PM  
**To:** Delghiaccio, Robert <Robert.Delghiaccio@gfk.com>  
**Subject:** RE: Feb. Timesheet

---

Hi Rob,

I will let you do with this what you want, but BMS was closed on 2/11 and 2/26 due to the weather. As well, Yue did not come to work at all the entire week of 2/8 (I believe it was that week, or the week prior). Her timesheet reflects that she worked a full day for most of this time and I have no way of knowing whether or not this is accurate.

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
*Ph 609-252-3795*  
*holly.mcgrath@bms.com*

---

**From:** Delghiaccio, Robert [mailto:Robert.Delghiaccio@gfk.com]  
**Sent:** Monday, March 08, 2010 1:50 PM  
**To:** Mcgrath, Holly  
**Subject:** FW: Feb. Timesheet

Hi, Holly—I know we have had a tacit agreement that if you have any questions or comments on any of Yue's timesheets, you will let me know. Otherwise, they will be considered "approved." That said, I just want to cover all the bases, and make sure you are ok with the attached timesheet for Feb 2010. Please let me know.

Thanks,

Rob

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Rob Delghiaccio  
**GfK Healthcare**  
P: (973) 599-3985  
C: (973) 652-7770

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**Flexible resources, responsive to your evolving challenges**

---

**From:** Yu, Yue [mailto:yue.yu@bms.com]  
**Sent:** Monday, March 08, 2010 12:20 PM  
**To:** Mcgrath, Holly; Delghiaccio, Robert  
**Subject:** Feb. Timesheet

Holly,

Attached is the Feb. Timesheet for your review. Please let me know if you have any questions.

BMS02422

Thank you

Yue

.....  
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BMS02423

## March Timesheet--Yue Yu

---

From: **yue yu** (yueyu88@hotmail.com) You moved this message to its current location.

Sent: Thu 4/01/10 4:51 PM

To: Holly McGrath (holly.mcgrath@bms.com)

Cc: Robert Delghiaccio (robert.delghiaccio@gfk.com); Maureen McLaughlin (maureen.mclaughlin@gfk.com); linda.rooney@gfk.com

1 attachment

BMS Timesheets\_Yue.xls (19.5 KB)

Holly,

Enclosed is the March timesheet. I expect BMS to honor my contract term.

Best Regards

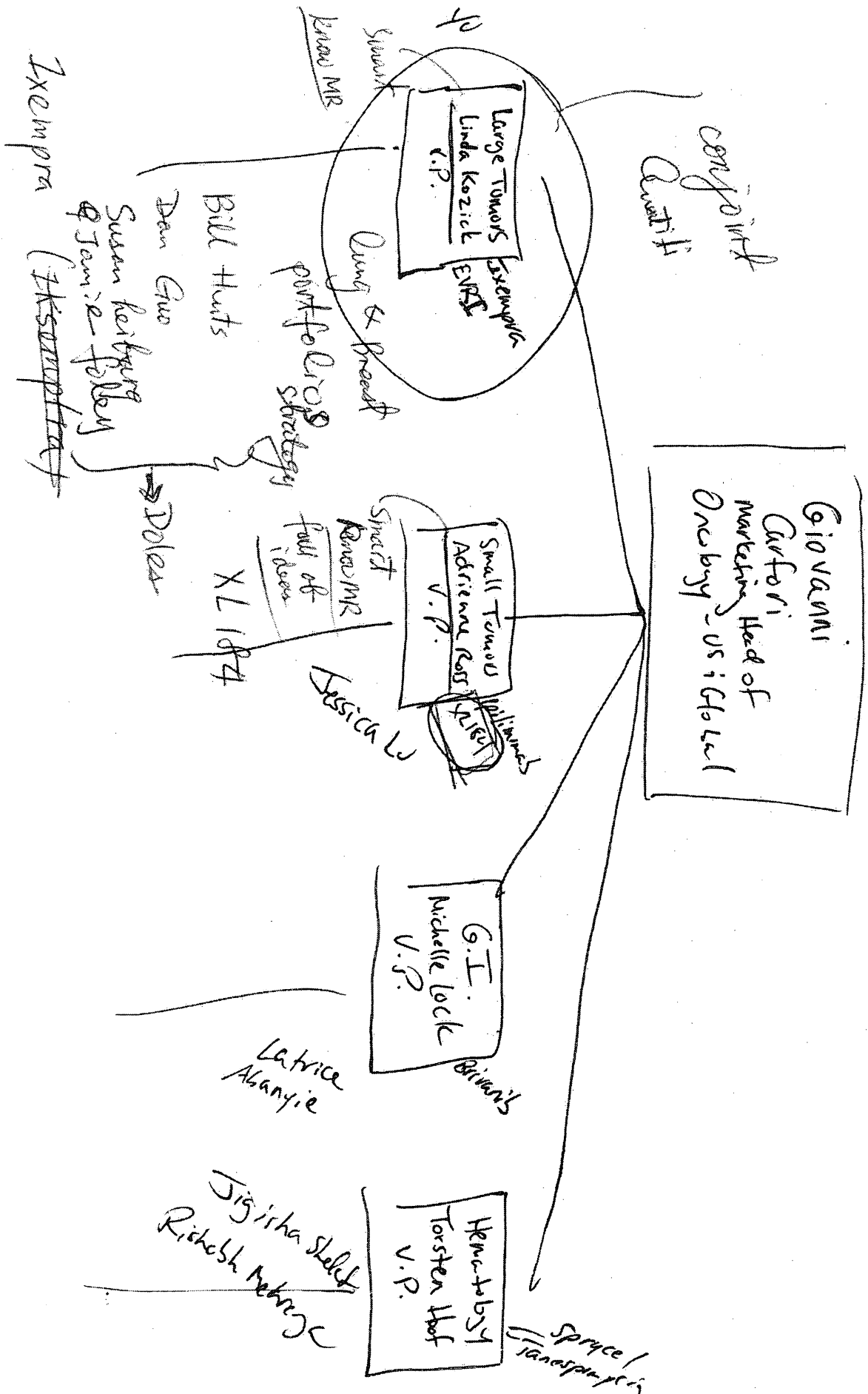
Yue Yu

---

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<b>March, 2010</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Sat</b>	<b>Sun</b>	<b>Totals</b>
Week 1 (3/1 -3/7/10)	8	1	0	8	8			25
Week 2 (3/8 -3/14/10)	8.5	9.5	7	8	7			40
Week 3 (3/15 -3/21/10)	8.5	7	9	7.5	8			40
Week 5 (3/22 -3/28/10)	8	8	0	8 (default)	8 (default)			32
Week 4 (3/29 -3/31/10)	8 (default)	8 (default)	8 (default)	8 (default)	8 (default)			40
<b>Totals</b>								177

EXHIBIT G



Note by Holly  
9/22

Holly:

- ① system drawings
- ② meet & greet } 1-2 days

3 systems  
① pro ps

budget management system  
① within budget/operating

② quarterly update to Finance

② finetune  
generate RFPs for vendors

③ Mercury  
for routing a proposal for legal approval. (Monica break down)

→ after Mercury "SD" is issued

① MR global industrial guidelines

① RFP → a week to respond

② ~~not~~ at least 3 weeks

③ ask Basya the same question

Organizer

Basya will print out project

XL184

Example

EVR1

18, 19, 23, 43, 44, 46, 66-67,

Yule's notes  
4/22



Holly — Project discussion

9-23

~~Dirig~~

EVRI

→ preliminary — qual. project positioning

jigisha:

→ MOA report

jigisha.shelat@bms.com

EVRI: ~~can~~ compound in development for NSERC; also look for

Dan Guo (Key contact person, get background of EVRI, needs some hand holding in terms of defining objectives (be what can be done))

① needs a kick off meeting (preliminary positioning work)

needs to learn what they need no preparation, brain storming, guidance on the market, ~~by~~

William Hunt  
Eric Sbar



✓  
EVRI

② 9-23

Then, investigate work

① Whether work was done

② if nothing was done, craft a research plan ✓

> Holly will send yue the MR plan

① Template & ✓

② yue may add "Discussion guideline theme"

---

Dan Gao, Linda Kozick

→ email him, yue will schedule a meeting "ask him who else wants to be invited" for next week. ✓



glioblastoma

✓  
XL184

for ~~glioblastoma~~ glioblastoma, a type of  
① global research  
② payer research

Avastin (GBM story)

↳ is seeking first line

Temodar

Temozolomide

Thinking about developing a tracker  
perception of Avastin tracking

talk to Basya,

---

Adrain (meet & greet)  
Thoughts on Avastin Tracking } ✓



✓ ledger

B2-174 One on One with Holly

11/9/2009

EVRI MR:

making statement.

meeting with Dan — stimuli discussion Tue.

XL184

→ define scope

— stimuli

— meeting with Adrienne, Shofali Wed.

Purchase:

• await for the proposal from Decision Resource

• other sendany request.



Hally update

11/16/2009

EVRI — stimuli discussion of this Thursday  
 — will start Mercury tomorrow  
 — schedule decided / start on discussion guide  
 — booking travel

XL 184 — stimuli discussion (Exelisis lead)  
 follow up with Adam — follow up meeting this week  
 — schedule decided / start on discussion guide  
 — booking travel

YUE — vacation — time off ✓ OK

✓ Gastric study — started Mercury approval process.

● Adelphi study

- purchase US report this year
- EU market next year



Holly

11/23/2009



① budget - report / study purchase

① Adelphi - Killed

② Use the money purchase.

IMS emerging markets	\$20,000	} \$145,000
Synovate Tandem data	\$65,000 (include tax)	
Gastric Cancer Study	\$59,000	

② EVRI { confirmed schedule  
 stimuli - being reviewed by brand team  
 screener - approved  
 DG - on going

③ XL184 { scheduling - progress  
 TPP - being review  
 screener - progress  
 DG - on going



Ba-317 J11 - XL184

1/11/2010

XL184

Link

MoA + tumor type + value prop

Product T  $\overset{\text{us}}{=}$   $\underset{\text{vs}}{\text{comparator}}$ 

Product A

NSCLC

Product N vs. XL184 sec H N

AN

vs. XL184

Ga

Product P = XL184

side

vs.

side

MoA, efficacy



1:1 with Holly

1/12/2010

- Head Count

- XL 184 MR

- change { objectives } → ~~DE~~ → link between MoA and value proposition  
                  { stimuli } → delay Germany

- under control.

Data requests

- lung TSG

- Breast TSG

- Data purchased analysis

EVRI → report review  
with Holly



• update with Holly

1/20/2010

• Dan Guo situation

• XL184 finish up today interview

• Data analysis

• Linda Kozik - Arastin.

• TSG forecasting data / done

• Breast cancer patient segmentation by disease stage

Dr. Yue asked  
Holly



One on One with Holly

2/2/2010

~~PER~~ EVRI final report - 2/15

XL184 " " - 2/22

**From:** McGrath, Holly <holly.mcgrath@bms.com>  
**Sent:** Thursday, October 1, 2009 11:46 AM  
**To:** Yu, Yue <yue.yu@bms.com>  
**Subject:** Marketing Excellence Link

---

<http://marketingexcellence.bms.com/index.shtml>

*Bristol-Myers Squibb  
Marketing Research Director, Global Oncology  
Ph 609-252-3795  
holly.mcgrath@bms.com*

BMS00724

**From:** McGrath, Holly <holly.mcgrath@bms.com>  
**Sent:** Thursday, October 1, 2009 11:48 AM  
**To:** Yu, Yue <yue.yu@bms.com>  
**Subject:** Positioning Guide  
**Attach:** MEPositioningGuide.ppt

---

*Bristol-Myers Squibb  
Marketing Research Director, Global Oncology  
Ph 609-252-3795  
holly.mcgrath@bms.com*

BMS00725

EXHIBIT H

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW JERSEY  
3 3:11-CV-05446-PGS-DEA

4 YUE YU,  
5 Plaintiff,  
6 vs.  
7 HOLLY McGRATH,  
8 BRISTOL-MYERS SQUIBB,  
9 Defendants.

10 - - - - -X

11  
12 Tuesday December 18, 2012

13 Oral sworn deposition of HOLLY McGRATH, 800 Albury  
14 Court, Moorestown, New Jersey, was taken at the Federal  
15 Courthouse, 402 East State Street, Trenton, New Jersey,  
16 before Lisa L. Barth, Certified Court Reporter of the  
17 State of New Jersey, on the above date, commencing at  
18 10:00 a.m.,  
19

20 ROSENBERG & ASSOCIATES, INC.

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25 www.rosenbergandassociates.com

1 A P P E A R A N C E S:

2

3 YUE YU

4 Pro Se

5

6 LOWENSTEIN SANDLER, P.C.

7 BY: AMY KOMOROSKI WIWI, ESQUIRE

8 65 Livingston Avenue

9 Roseland, New Jersey 07068

10 (973) 597-2336

11 Attorneys for Defendants

12

13 ALSO PRESENT:

14 Ivelisse Clausell

15 Steve N. Morris

16

17

18

19

20

21

22

23

24

25



1 A Yes, that is wrong.

2 Q That is wrong, okay. So you haven't moved.  
3 How long have you been at your current residence?

4 A Eleven years.

5 Q Who else lives with you at the same address?

6 A My children.

7 Q What is your marital status?

8 A I'm divorced.

9 Q Were you married during the time period from  
10 September, 2009 to March, 2010?

11 A Part of it.

12 Q So which part was married?

13 A The divorce became final in January of 2010.

14 Q How many years have you worked for  
15 Bristol-Myers Squibb?

16 A Twelve years.

17 Q Do you understand that today's testimony is  
18 under oath?

19 A Yes.

20 Q What do you understand the meaning of "under  
21 oath"?

22 A That everything I say will be the truth.

23 Q So you understand if you didn't state the true  
24 statement, you will be impeached by the court?

25 MS. WIWI: Objection.

1 no event shall BMS be obligated to pay, nor will  
2 supplier be entitled to receive payment for more  
3 than \$415,000 of service hours.

4 Q Can you read the contract.

5 A Contract review and approval form.  
6 Contract, Champion. Name, Holly McGrath. Title,  
7 Director Global Oncology Market Research.

8 Q And just this one here.

9 A Under contract information, type and  
10 subject matter of the contract, Yue Yu, consultant.

11 Q Okay. That's it.

12 A Okay.

13 Q And this part here, the business  
14 review.

15 A Business unit contract approver name,  
16 Robert Alt, A-L-T. Business unit contractor  
17 approval title, VP of Worldwide Market Research and  
18 Business Intelligence.

19 And then under contract monitor, it says  
20 contract monitor name, Holly McGrath. Contract  
21 monitor title, Director, Global Oncology Market  
22 Research.

23 Q Thank you. So you have a discussion  
24 with Holly McGrath regarding the consultant's  
25 performance at BMS?



1 A Ever?

2 Q Yes.

3 A Yes. We had a discussion toward the  
4 latter end that I recall of the contract about the  
5 performance. My guess, my estimate, February time  
6 frame.

7 Q For whom?

8 A For whom?

9 Q Yes. My question is did you have a  
10 performance discussion with McGrath regarding  
11 consultants?

12 A Regarding both consultants?

13 Q In general.

14 A No.

15 Q No?

16 A There was no formal performance  
17 discussion for any of the consultants that we  
18 assisted in placing at BMS. There were no formal  
19 performance appraisals that were conducted, at least  
20 not with me.

21 Q Why do you -- why is that?

22 A It was never written in the contract  
23 that there would be one from what I just read.

24 Q Did you feel consultants' performance  
25 is not relevant to your work at the GFK?

1 MS. WIWI: Objection.

2 THE WITNESS: I didn't say that.

3 BY MS. YU:

4 Q I know you didn't say it.

5 A Okay.

6 Q But -- okay.

7 (DEL-3 Email chain dated Wednesday,  
8 October 28, 2009 at 11:58 a.m. marked for  
9 identification.)

10 BY MS. YU:

11 Q Review it for a second and then read  
12 it.

13 A Okay.

14 Q Sender of the email.

15 A The sender is me.

16 Q Who is the receiver?

17 A Holly McGrath.

18 Q Date of the email?

19 A Wednesday, October 28th, 2009.

20 Q Okay. Can you read the first  
21 paragraph?

22 A Sure. Hi, Holly. Just thought I would  
23 reach out to see how things were going and also if  
24 you had any feedback on how Yue Yu has been  
25 acclimating to your team.

1 Q Do you recall you sending this email?

2 A I don't recall.

3 Q Do you recall any discussion with  
4 Holly, as to her response?

5 A I don't recall.

6 Q Okay.

7 (DEL-4 Email dated September 11,  
8 2001, 10:21 a.m. marked for identification.)

9 BY MS. YU:

10 Q Can you review that?

11 A Okay.

12 Q Can you just read a little bit about  
13 this -- the content of the email?

14 A You want me to read it?

15 Q Yes.

16 A Starting from the top. From Birt  
17 Updates at BMS.com, Friday, September 11, 2009, to  
18 Dolores Slayton at BMS, subject BMS Identity  
19 Registration Approval Notification. The  
20 registration of Yue Yu has been completed per your  
21 request. The user's credentials are as follows.  
22 BMSID 00259806. If the credentials above belong to  
23 a consultant in the European region, please follow  
24 this link. Thank you. Information management.

25 Q Thanks.

1 needed to address the needs. There are about \$115,000  
2 left in the Ixa marketing research budget. Please let  
3 me know if you want to transfer the money back to  
4 marketing. Best regards, Yue."

5 Q Can you state again which data you're  
6 referring to?

7 A The IMS oncology analyzer for China, Taiwan,  
8 Japan and South Korea and the Synovate Tandem Oncology  
9 for the US market. It says the data will be delivered  
10 in December, 2009.

11 Q So you received negative feedback from Susan  
12 Heinberg?

13 MS. WIWI: Objection.

14 Q Did you or did you not?

15 A I did receive negative feedback from Susan  
16 Heinberg.

17 Q You did. When did you receive the feedback  
18 from Susan Heinberg?

19 A I don't remember the precise date. It would  
20 have been approximately early March, early to mid March.

21 Q How did Susan Heinberg provide negative  
22 feedback to you?

23 MS. WIWI: Objection.

24 A I'm sorry, can you rephrase the question?

25 Q Meaning how? Did she talk to you, she

1 e-mailed you, she phoned you?

2 A She called me on the phone.

3 Q She called you on the phone you stated in mid  
4 March, 2010?

5 MS. WIWI: Objection.

6 A I stated that I didn't remember the exact  
7 date.

8 Q From the deposition I took of Susan Heinberg  
9 in October of this year, Susan Heinberg stated that she  
10 never complained or provided any negative feedback to  
11 you.

12 MS. WIWI: Objection.

13 Q What is your response?

14 A I have no response to what Susan said to you  
15 in a deposition. I am only testifying to what she said  
16 to me in March of 2010.

17 Q So your statement conflicts with Susan's  
18 statement?

19 MS. WIWI: Objection.

20 Q Is that obvious?

21 A I'm sorry, what is the question?

22 Q Is your statement a conflict from Susan's  
23 statement?

24 A Can I see a copy of the deposition?

25 Q We'll give you a copy.

1 feedback about Miss Yu's performance, although I did get  
2 unsolicited feedback. I may have, I don't specifically  
3 recall.

4 Q Don't recall. Let's do one question at a  
5 time. You just stated that you received unsolicited  
6 feedback about Miss Yu's work, is that correct?

7 A Yes, it is correct. I just stated that.

8 Q Could you please identify each unsolicited  
9 feedback you received.

10 MS. WIWI: Objection. Go ahead.

11 A I received feedback from Dan Guo.

12 Q When did you receive the feedback?

13 A I don't remember the exact date, but it was  
14 sometime in the November time frame, November, 2009 time  
15 frame.

16 Q Where did you receive this unsolicited  
17 feedback?

18 A In my office.

19 Q What was venue of the feedback?

20 MS. WIWI: Objection.

21 Q The venue, e-mail, telephone?

22 A It was in my office, face to face in my  
23 office.

24 Q In person?

25 A That is what face to face means.

1 functions involved in the project.

2 Q Who produces it; which function produced the  
3 stimulus for the EVRI in particular?

4 A I believe it would have come from marketing  
5 with input from marketing research on stimulus we needed  
6 in order to accomplish the marketing research  
7 objectives.

8 Q When did you meet with both Dan Guo and Miss  
9 Yu in your office?

10 A It would have been within a few days of having  
11 received this feedback from Dan.

12 Q So you say November or December?

13 A I think we're still in November at this point.

14 Q Do you remember what part of November; early,  
15 middle, end, late November?

16 A I don't.

17 Q You have no documents of any of the meetings,  
18 exchange of e-mails, anything, documents?

19 MS. WIWI: Objection.

20 A No.

21 Q It's interesting, all the negatives there's no  
22 documents.

23 MS. WIWI: Objection.

24 Q Now let's talk about EVRI, about the research.  
25 Please state your involvement in the EVRI at the

1 about a project?

2 MS. WIWI: Objection.

3 A I'm sorry, I don't know what the difference is  
4 between the two. What's the distinction that you're  
5 making?

6 Q Feedback for project could be positive or  
7 negative feedback or could be a discussion of a certain  
8 item, but complaint is a specific call out there's  
9 something wrong and I'm not happy, the negative part.

10 A So the first time Jill raised an issue with me  
11 we were having a phone conversation about a completely  
12 different topic and she actually asked permission can I  
13 give you feedback, would you be open to hearing some  
14 feedback about Yue Yu.

15 Q That's in January, 2010?

16 A I believe it was in the January time frame.

17 Q Phone conversation?

18 A Yes, this was a phone conversation.

19 Q What's your different topic, what's that  
20 conversation about?

21 A I don't recall what the topic was. Either I  
22 called her or she called me on something, I don't  
23 remember what.

24 Q So then Jill just gave you unsolicited  
25 feedback?



1           A           The specific date for the contract ending was  
2 in the contract. It's March 31, 2010. What was your  
3 question?

4           Q           You wanted to end it earlier than that date so  
5 did you have a date in your mind?

6           A           We never got to that point because, as I  
7 started to say before, but you interrupted me, every  
8 time we discussed the possibility of ending your  
9 assignment early, I always back-pedaled and wanted to  
10 give you another chance to succeed in your role and so  
11 we ended up keeping you on up until the third week in  
12 March.

13          Q           It's not because I told Rob Delghiaccio that  
14 you were in breach of contract if you end my contract  
15 early?

16          A           I have no knowledge of you telling Rob breach  
17 of contract. How would I know about a conversation you  
18 had with Rob?

19          Q           You ended my contract with BMS on March 24,  
20 2010, did you?

21                   MS. WIWI: Objection.

22          A           I ended your assignment on March 24. The  
23 contract is what the contract is, right?

24          Q           Was it your intention to keep Miss Yu working  
25 until March 31, 2010?

EXHIBIT 1

**From:** Yu, Yue <yue.yu@bms.com>  
**Sent:** Wednesday, November 4, 2009 1:37 PM  
**To:** McGrath, Holly <holly.mcgrath@bms.com>  
**Subject:** RE: Free at 2:30?

---

Yes, I will see you at 2:30PM.

Yue

---

**From:** McGrath, Holly  
**Sent:** Wednesday, November 04, 2009 1:35 PM  
**To:** Yu, Yue  
**Subject:** Free at 2:30?

I'm reviewing your MR plans - can you stop by at 2:30 to chat?

Holly

*Bristol-Myers Squibb*  
*Marketing Research Director, Global Oncology*  
*Ph 609-252-3795*  
*holly.mcgrath@bms.com*

BMS00786

Ph 609-252-3795  
holly.mcgrath@bms.com

---

**From:** Yu, Yue  
**Sent:** Wednesday, February 03, 2010 8:34 AM  
**To:** McGrath, Holly  
**Cc:** Slayton, Dolores  
**Subject:** Absent

Holly,

I can't go into the office for the rest of the week due to a family situation. But I will check email from time to time. Sorry about the inconvenience.

Yue

---

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BMS02602

EXHIBIT J



Bristol-Myers Squibb Company

## Financial Shared Services Directive

FSS-DIR-0003

Engagement of Independent Contractors

JUL 12 2011

Version Number: 2

Status: Final

Effective Date:

## Approvals

Approver's Printed Name and Title	Approver's Signature	Date
Gareth Morgan, Vice President Global Financial Shared Services		7/12/11
Lisa Sweeney, Director Global Financial Shared Services Internal Control & Compliance		7/12/11

## 1. Purpose

This Directive provides the requirements for the engagement of Independent Contractors at Bristol-Myers Squibb Company (the Company) US locations in accordance with BMS-CP-013, *Purchasing*.

## 2. Scope

This Directive is applicable to all Bristol-Myers Squibb Company (BMS) employees based in the U.S who are involved in the engagement of Independent Contractors, including those who facilitate contracts and/or approve purchase requisitions and invoices in connection with the engagement, on behalf of the Company or a US based subsidiary if:

- The Candidate is a US citizen, regardless of where the Candidate will provide services; or
- The Candidate will provide all or some services in the US whether or not the Candidate is a US citizen or lawful permanent resident (i.e., green card holder) (this includes foreign nationals who lawfully come to the US to provide services and then return to their country of origin).

## 3. Table of Contents

Section Identification	Title	Page Number
4.	Requirements	2
4.1	Identifying Needs for Independent Contractor Services	2
4.2	Validating Candidate as an Independent Contractor	2
4.3	General Validation	2
4.4	Alternative Validation	3
4.5	Qualified Alternative Validation Criteria	4
4.6	General Provisions Applicable to All Validations	4
5.	Guidelines	4
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BMS Internal

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BMS00205

8.	Appendices	6
9.	Forms and Templates	6
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11.	Contact Information	6

#### 4. Requirements

##### 4.1 Identifying Needs for Independent Contractor Services

Each Business Unit (BU) must identify its particular needs for the services provided by an Independent Contractor; create specifications for the projects undertaken and skills required; plan and justify the expenditure of company funds to procure such resources; and request necessary approvals. All anticipated Independent Contractor expenditures must be planned along with other resource needs as part of the annual budgeting process. These expenditures will be regularly reported to BU general management and Finance leadership.

The Approver must approve a proposed engagement of a Candidate prior to the BU initiating the validation process.

##### 4.2 Validating Candidate as an Independent Contractor

The BU must not utilize the services of a Candidate or otherwise directly or indirectly cause a Candidate to begin work unless and until the Candidate has been reviewed and validated as an Independent Contractor in accordance with this Directive and all requisite paperwork is received and all approvals are obtained.

##### 4.3 General Validation

###### 4.3.1 Initial Review and Validation

The initial review and validation of a Candidate will be made by an external vendor selected by the Company based on criteria set forth by the Internal Revenue Service (IRS), Department of Labor, Federal and state governmental entities and case law decided by the courts. Examples of such criteria include, but are not limited to, the existence of other clients, lump-sum payments regardless of hours worked, the percentage of candidate's total annual business represented by the BMS project, and whether the Candidate has made a significant investment in the Candidate's business. This determination will take into account information supplied by the Candidate and the BU manager.

###### 4.3.2 Escalation

If the Candidate cannot be validated automatically and approved by the external vendor based on the information provided, the BU manager can:

- Hire the Candidate as an employee of the Company (after obtaining all the requisite approvals);
- Decide not to utilize the services of the Candidate;
- Arrange for the Candidate to be placed on assignment at the Company as a leased worker, subject to HR-DIR-010, *Leased Workers*; or

- Request review by Legal Counsel to recommend either (i) a manual validation of the Candidate, or (ii) that an exception be made to the Directive.

For manual validations:

- A manual validation request must be submitted in writing to Legal Counsel using the required form,
- Legal Counsel must review the form and may ask for additional information, which must be provided in writing,
- A manual validation request must be reviewed, discussed, and approval or rejection of the validation must be documented. If validation is approved, any specific requirements and/or conditions must also be documented.
- It is the BU's responsibility to provide documentation of the approved validation to the Contract Center of Excellence and Finance.

If, after review, Legal Counsel declines to recommend manual validation or that an exception be made to the Directive, an engaging manager may request a higher level of review of the exception request, in which case the following rules apply:

- The applicable Division President who sits as a member of the Senior Management Team and the Chief Financial Officer of the Company may allow the request after consultation with an Associate General Counsel, or if requested, the General Counsel.
- The Senior Vice President, Human Resources must be informed of the facts surrounding any such request prior to a determination being made by the Division President and Chief Financial Officer so potential implication under the employee benefit plans can be discussed. The Senior Vice President, Human Resources must make all determinations with respect to the benefit plans of the Company, as Plan Administrator, independently, after consultation with Benefits Counsel.
- Where a request involves a former Key Executive who worked in the U.S., Puerto Rico, or as a U.S. expatriate, the Senior Vice President, Total Rewards, and Vice President and Assistant General Counsel, Human Resources & Chief Privacy Officer must be consulted.

#### 4.4 Alternative Validation

A Candidate may be validated by Alternative Validation or Qualified Alternative Validation. Otherwise, the candidate must be validated by General Validation.

A Candidate will be deemed validated as an Independent Contractor (IC) under Alternative Validation criteria if the candidate (a) is retained to provide Qualified Services (see Section 7, Definitions) and (b) represents truthfully in writing to all IC Representations (See Section 7, Definitions).

The IC Representations may be incorporated into the candidate's written contract with BMS. Acceptable contract provisions will be provided by the Law Department.



#### 4.5 Qualified Alternative Validation Criteria

A Candidate providing Qualified Services who cannot or will not make all of the IC Representations will be validated as an Independent Contractor under Qualified Alternative Validation but only if the following are true:

- The candidate is not be paid more than \$30,000 USD per 12 month period; and
- As an Independent Contractor, the Candidate would not work more than 10 calendar days per (or 80 total hours) per 12 month period, unless the Candidate is a BMS retiree, in which case, the candidate will be limited to working no more than 10 hours per 12 month period.

#### 4.6 General Provisions Applicable to All Validations

Validation applies for twenty-four (24) months, starting on the date a Candidate is validated and ending on the second anniversary of that date, regardless of actual utilization during such period. An Independent Contractor's engagement may continue beyond this 24-month period but only if the Independent Contractor is re-validated as an Independent Contractor in accordance with this Directive.

If a BU would like a waiver of the 24-month re-validation rule for an already validated Independent Contractor in order to cover the duration of a specific project, such waiver must be approved with the advice of Legal Counsel.

### 5. Guidelines

Not applicable

### 6. Roles and Responsibilities

Roles	Responsibilities
Business Unit Management	<ul style="list-style-type: none"> <li>• Initiate and oversee any Independent Contractor request processes for their group.</li> <li>• Provide documentation of validation to Financial Shared Services/Global Shared Services.</li> <li>• Ensure periodic assessments are conducted to verify that related activities are in compliance with this Directive.</li> <li>• Request exceptions to the Independent Contractor validation process.</li> <li>• Provide the resources necessary to support the implementation of this Directive.</li> </ul>
Senior Management Financial Shared Services/Global Shared Services	<ul style="list-style-type: none"> <li>• Ensure consistent administration and oversight of this Directive.</li> </ul>
Legal Counsel	<ul style="list-style-type: none"> <li>• Provide advice for manual validation of Candidates who are not validated through the General Validation.</li> <li>• Provide advice as to any exceptions to this Directive.</li> </ul>

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BMS Internal

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Roles	Responsibilities
VP and Assistant General Counsel, Human Resources & Chief Privacy Officer/ SVP Total Rewards	<ul style="list-style-type: none"> <li>Approve exceptions to this Directive for former Key Executives that worked in the U.S., Puerto Rico, or as a U.S. expatriate.</li> </ul>
Employees	<ul style="list-style-type: none"> <li>Comply with this Directive and report violations to their management or the Office of Compliance and Ethics.</li> </ul>

## 7. Definitions

Term	Definition
Approver	An employee who has sufficient authority (DOA) under BMS-CP-021, <i>Delegation of Authority</i> , to decide to commit BMS to engaging the Candidate upon validation.
Candidate	An individual or entity that has five (5) or fewer owners and employees (combined) whom a BU proposes to engage to perform services for the Company, and, as to an individual is not (i) an employee, (ii) a Leased Worker (as defined in HR-DIR-010) or (iii) performing services as part of an outsourced function (as defined in HR-DIR-010).
Employed	Confirmation by the Candidate that s/he either (i) receives his/her compensation from his Employer and that the compensation is reported on a Form W-2 or (ii) the Candidate provides professional services as a partner of the Employer
IC Representations	<p>Written statements confirming the following:</p> <ul style="list-style-type: none"> <li>The Candidate is employed by a legal entity(ies) (Employer) on a full-time or substantially full-time basis, Candidate identifies that Employer; for this purpose "employed" means either (i) the Candidate's compensation from the Employer is reported on a Form W-2 or (ii) the Candidate provides professional services as a partner of the Employer;</li> <li>Employer is not affiliated with or otherwise related to BMS or any of its affiliates;</li> <li>The Candidate has no material interests in BMS or any of its affiliates; and</li> <li>The Candidate's total aggregate compensation from BMS for any reason during the period of BMS's engagement must not exceed 49% of the candidate's total income over that same period.</li> </ul>
Independent Contractor	A Candidate who is validated in accordance with the process described in this Directive and provides services to the Company.
Legal Counsel	In the U.S., Benefits Counsel, Domestic Tax Counsel and/or HR Legal Counsel
Qualified Services	(i) a Healthcare Provider (HCP) contracted to provide services

Term	Definition
	directly related to the HCPs current or former practice, including but not limited to, advisor services, and speaking engagements; (ii) a scientific consultant contracted to provide independent scientific advice; or (iii) a non-HCP contracted to provide only advisor services or speaking engagements.

## 8. Appendices

Not applicable

## 9. Forms and Templates

Not applicable

## 10. References

BMS-CP-013, *Purchasing*  
 BMS-CP-021, *Delegation of Authority*  
 HR-DIR-010, *Leased Workers*

## 11. Contact Information

Direct any questions to the authors or approvers of this document.

**Document History**

Effective Date	Version Number	Author(s)	Description
JUL 12 2011	2	James Beslity Elliot Raff Ivelisse Clausell	Establishes Alternative Approval Processes
May 1, 2008	1	James Parks Cheryl Burman	First Issue.

FSS-DIR-0003

Engagement of Independent Contractors

Bristol-Myers  
Squibb CompanyStatus: **Effective****30-May-2008**Version: **1.0****Approval Page**

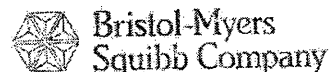
Approver Role/Function:	Approved by:	Date/Time (GMT):
Quality Assurance Approval	Susan Coursen	09-Apr-2008 15:51:30
Management Approval	Gareth Morgan	29-Apr-2008 20:21:40
Management Approval	Elena Petrenko	15-May-2008 19:54:38

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BMS00212

FSS-DIR-0003

Engagement of Independent Contractors



Status: Effective

30-May-2008

Version: 1.0

## 1. Purpose

This Directive establishes the requirements for the engagement of Independent Contractors at Bristol-Myers Squibb Company (the Company). The procurement of Independent Contractors is performed by the business unit (BU). The procedure includes identifying the need for a certain special service or project, selecting the prospective Independent Contractor, and ascertaining whether such Independent Contractor satisfies the requirements set forth below. Overall management of expenses will be improved and legal risk will be mitigated through compliance with this Directive.

This Directive is consistent with and should be viewed as an extension of BMS-CP-013, *Company Purchasing Policy*.

## 2. Scope

This Directive is applicable to all U.S. based Company employees involved in the engagement of Independent Contractors, including those who have a Grant of Authority (GOA) to approve purchase requisitions and invoices.

## 3. Table of Contents

Section Identification	Section Title	Page Number
4	Requirements	1
5	Guidelines	3
6	Roles & Responsibilities	3
7	Definitions	3
8	Appendices	4
9	Forms and Templates	4
10	References	4
11	Contact Information	4
N/A	Document History	5

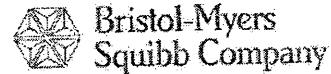
## 4. Requirements

- Each BU is responsible for identifying its particular needs for the services provided by an Independent Contractor; creating specifications for the projects undertaken and skills required; planning and justifying the expenditure of Company funds to purchase such resources; and requesting necessary approvals. All anticipated Independent Contractor expenditures must be planned along with other resource needs as part of the annual budgeting process. These expenditures will be regularly reported to BU general management and Finance leadership.

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BMS00213

**FSS-DIR-0003****Engagement of Independent Contractors**Status: **Effective****30-May-2008**Version: **1.0**

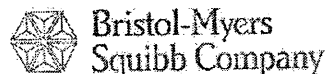
- The one-over manager with appropriate Grant of Authority (GOA) must approve all Independent Contractor engagements prior to Independent Contractor validation.
- BUs shall not utilize an Independent Contractor candidate's services unless and until such individual has been reviewed and validated as an Independent Contractor in accordance with the procedure described below. No services may be commenced by the Independent Contractor candidate until all requisite paperwork is received and all approvals are obtained.
- Initial review and validation of the Independent Contractor candidate will be made by an external vendor based on criteria set forth by the Internal Revenue Service (IRS), Department of Labor, Federal and state governmental entities and case law decided by the courts. Examples of such criteria include, but are not limited to, the existence of other clients, lump-sum payments regardless of hours worked and a significant investment in the candidate's business. This determination will take into account information supplied by the Independent Contractor candidate and the engaging Company manager.
- If the Independent Contractor candidate cannot be automatically validated and approved by the external vendor based on the information provided, the Company engaging manager has the following options:
  - Hire the individual as an employee of the Company (after obtaining all requisite approvals).
  - Decide not to utilize the services of the individual.
  - Arrange for the individual to be placed on assignment at the Company as a leased worker; subject to HR-DIR-010, *Leased Workers*.
  - Request review by Legal Counsel to either (i) grant a manual validation of the Independent Contractor candidate or (ii) recommend an exception be made to the Directive.
  - In the event that an engaging manager seeks to request a higher level of review of the exception request the following rules apply:
    - The applicable Division President who sits as a member of the Executive Committee and the Chief Financial Officer of the Company may allow the request after consultation with the Deputy General Counsel, or if requested, the General Counsel.
    - The Senior Vice President, Human Resources shall be informed of the facts surrounding any such request prior to a determination being made by the Division President and Chief Financial Officer so potential implication under the employee benefit plans can be discussed. The Senior Vice President, Human Resources shall make all determinations with respect to the benefit plans of the Company as Plan Administrator independently after consultation with Benefits Counsel.
    - Where a request involves a former Key Executive, the Senior Counsel, Employment, Benefits & EEO (for the U.S., Puerto Rico & U.S. ex-patriots) and VP Global Benefits must be consulted.
- No BMS employee who engages or assists with engaging an Independent Contractor is authorized to approve any contractual terms with Independent Contractor. Global Sourcing & Supplier Management (GSSM) and/or members of the legal group are directly responsible for the negotiation, drafting and amendment of all contracts with all Independent Contractors.
- In the U.S., an Independent Contractor project or series of consecutive projects within any Company organization(s) shall not exceed 24 months. This 24-month period commences on the date an Independent Contractor is validated and ends on the second anniversary of that date. This 24-month

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**BMS00214**



**FSS-DIR-0003****Engagement of Independent Contractors**Status: **Effective****30-May-2008**Version: **1.0**

period may be renewed only if an Independent Contractor is re-validated as an Independent Contractor in accordance with the procedure described in this Directive. If at the time an individual or organization is validated as an Independent Contractor, a determination is also made, based on criteria established by Legal Counsel, that the foregoing 24 month re-validation rule shall not apply, the BU requesting the Independent Contractor's services will be notified by Legal Counsel.

- If a BU would like a waiver of the 24-month re-validation rule for an already validated Independent Contractor in order to cover the duration of a specific project, such waiver must be approved by Legal Counsel.
- Failure to follow these procedures may result in disciplinary action up to and including termination.

**5. Guidelines**

Not Applicable.

**6. Roles and Responsibilities**

<b>Roles</b>	<b>Responsibilities</b>
<b>Senior Management, Global Shared Services</b>	Approve this Directive
<b>Senior Management, Financial Shared Services</b>	Approve this Directive
<b>Senior Management, Quality Assurance</b>	Approve this Directive

**7. Definitions**

<b>Term</b>	<b>Definition</b>
<b>Independent Contractor</b>	Independent Contractor is an individual or entity who performs services for the Company but who is (A) not (i) an employee, (ii) a Leased Worker (as defined in HR-DIR-010) or (iii) performing services as part of an outsourced function and (B) is validated in accordance with the process described in this Directive.
<b>Legal Counsel</b>	In the U.S., Associate Benefits Counsel and/or Associate Domestic Tax Counsel.
<b>Outsourced Function</b>	A specific support area within the organization that Company has determined; should be fulfilled by an external firm over whose employees or agents the Company has no authority or control (e.g. for mail room, security or food services). The designation of which functions are outsourced functions shall be made by Legal Counsel.

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**BMS00215**



FSS-DIR-0003

Engagement of Independent Contractors



Status: Effective

30-May-2008

Version: 1.0

## 8. Appendices

Not Applicable.

## 9. Forms and Templates

Not Applicable.

## 10. References

Document Number	Title
BMS-CP-013	Corporate Purchasing Policy
HR-DIR-010	Leased Workers

## 11. Contact Information

Direct Questions about this document to:

Director, Global Expenditures  
Global Shared Services  
Nassau Park, NJ

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BMS00216

**FSS-DIR-0003**

**Engagement of Independent Contractors**



**Bristol-Myers  
Squibb Company**

Status: **Effective**

**30-May-2008**

Version: **1.0**

### **Document History**

Effective Date	Version Number	Reviewer(s)	Author(s)	Description
See document header	1.0	George Matsagas	James Parks Cheryl Burman	First Issue

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**BMS00217**